SUPPORT AGREEMENT

(hereinafter referred to as "Agreement")

This Agreement is made on the 9th of June, 2009 by and between

ANDRITZ HYDRO S.A. de C.V.
a company organized and existing under the laws of Mexico with its registered office at
Avenida Ciudad Industrial 977
58200 Morelia, Mich., Mexico

hereinafter referred to as "HMX"

AND

the **Agent´s company**

[redacted]
Caracas, Venezuela

hereinafter referred to as "Agent".

Both hereinafter referred to as "the Party" and / or "the Parties"

WITNESSETH

Whereas

HMX intends to enter in cooperation with a local partner for the execution of a future Contract in in Venezuela for the Project Replacement of 10 Excitation systems in the Simón Bolivar (GURI II) Hydroelectric Power Plant, hereinafter referred to as "Project", to be awarded by EDELCA / Venezuela (hereinafter called the "Client") and to complete the contract awarded.

The agent is able and ready to grant support to HMX with respect to such mentioned Project.

Now therefore, the Parties hereto agree as follows:

ARTICLE 1 SUBJECT OF THE AGREEMENT

1. The Parties agree herewith to cooperate with each other for the purpose of smooth execution of the contract for above mentioned Project.

   HMX hereby appoints the agent to perform the services set forth below in Article 2.

ARTICLE 2 SERVICES OF THE AGENT

2.1 In particular, the agent shall among his obligations furnish to HMX:

(i) To manage for HMX the customs clearance in Venezuela.

(ii) To coordinate the selection of a suitable and capable transport company and expediting company and to follow-up and handle these services in case of Contract for HMX.

(iii) To support HMX in finding local subcontractors to perform the local portion(s) of the work(s) and service(s).

(iv) To cooperate with HMX in managing the works at site.

(v) To assist HMX in legal matters and in coordination with well established legal advisors in Venezuela

2.2 The agent shall not be authorized to execute Contracts or to accept obligations or liabilities in the name or on behalf of HMX without HMX's prior written consent. The acceptance of any order or contract shall be at Consortium's sole discretion.

2.3 The agent shall not assign any obligation referring to this Agreement or any interest in or part thereof to any other party or person without the prior written approval of HMX. The agent shall make sure that the tasks as described herein are performed by highly experienced and authorized personnel.

2.4 The agent agrees to comply with all applicable laws dealing with improper or illegal payments to any person (whether government official or private individual) for the purpose of inducing such person or individual to make a buying decision or to take any other action favourable in connection with the Project.

2.5 The agent assures that he

(i) is in possession of all approvals and valid authorizations from the local authorities required for the purpose of this Agreement.

(ii) is not aware of any circumstances in his relations to the Client that could be detrimental to the interest of HMX.

(iii) has not entered into any agreement of equal or similar nature with any third party for the Project contemplated herein.

ARTICLE 3 REMUNERATION FEE

3.1 In consideration of the services rendered by the agent pursuant to this Agreement, the Consortium shall pay the agent a monthly fee as defined below. The agent shall not be entitled to any fee until and unless HMX enters into the contract relating to the Project, such

contract duly comes into force and HMX has received the down payment.

3.2 The applicable fees payable to the agent shall be paid as follows:

36 (thirty six) monthly equal payments of 55.675 USD (fifty five thousand six hundred seventy five U.S. Dollars), starting 30 days after HMX has received the down payment from the Customer.

3.3 Any fees due to the agent shall be paid by HMX to such an account or accounts of the agent in such bank or banks as the agent may designate in writing to HMX from time to time.

3.4 The fees payable for the respective Project incorporated herein shall represent the full compensation payable by HMX to the agent under this Agreement. The compensation defined herein above shall be deemed to cover all costs and expenses whatever kind incurred by the agent in connection with the above Project. In case no Contract is awarded to HMX, the agent will not be entitled to receive any remuneration, reimbursement, fee or indemnification from HMX and the agent will have no claims whatsoever against HMX. No separate compensation or indemnification shall be payable in the event of termination of this Agreement for any reason whatsoever.

3.5 Payments for services resulting from additional orders to the contract will be negotiated at the time when HMX receives the respective order from the Customer, in the amount agreed between the parties

3.6 The agent acknowledges and agrees that full performance of the services to be rendered by the agent pursuant to this Agreement shall be conclusively evidenced by the completion of the works under the contract relating to the respective Project and that the fee payable to the agent shall become due and payable when the portions of Contract price referred to in Clause 3.1 and Clause 3.2 above are paid to and received by HMX.

3.7 The agent shall have full and sole responsibility to bear the expense of and effect the payment of any taxes, duties, social insurance, bank charges, fees or assessments of any nature whatsoever including penalties and interest, if any, levied in connection with its remuneration (including any personal income taxes levied or imposed).

3.8 The applicable bank account(s) are defined in Annex 1.

ARTICLE 4 COMING INTO FORCE AND TERMINATION OF THE AGREEMENT

4.1 This Agreement shall come into effect upon the date of signature by both Parties.

4.2 The present Agreement shall be concluded for the period of the Project. This Agreement shall expire upon full performance of the Parties' obligations hereunder.

4.3 The Parties shall be entitled to terminate this Agreement for material reasons at any time. In particular, the following reasons shall be considered as material:

- incapability of the agent to fulfill its obligations
- breach of this Agreement by the other Party

- the agent's acting against Consortium's interests
- when the Proposal have been officially or unofficially rejected or expire by their own terms unless such terms are extended by agreement of the Parties
- if no Contract has been awarded to Consortium before December 31st, 2010, except when the Parties agree mutually on an extension in writing.
- the agent's acceptance of rewards or commissions from third parties for HMX business.
- the agent's representation of any third party concerning the aforementioned project.
- one of the Parties getting bankrupt, becoming insolvent or having a receiver or administrator appointed or going into liquidation (unless the liquidation shall be for the sole purpose of reconstruction or amalgamation of a solvent Party).
- changes in the legal status of agent's firm or office in Venezuela or in the person of the managers or executives or local officers or if the substantial activities and services contemplated herein are not provided as per clause 2.1.

ARTICLE 5 LIABILITY

5.1 No Party shall be liable to the other Party for accidental, indirect and / or consequential damage including, but not limited to loss of profit or loss of interest or loss of business opportunities.

ARTICLE 6 CONFIDENTIALITY

6.1 This Agreement is confidential and shall be kept confidential by the Parties. This Agreement and any information which the Parties directly or indirectly acquire from each other (excluding any information which is already in the public domain) shall in no event be disclosed to any third person (including any sponsor of the agent) by either Party hereto without the express prior written consent of the other Party, except if necessary for the execution of this Agreement, for example opening of bank accounts, tax purposes. All correspondence, information, data and drawing, in any form or medium, made available or provided by one Party to the other Party shall only be used for purposes of this Agreement and not be disclosed to third parties, except to the extent necessary for the performance of this Agreement. Upon request at any time or upon termination of this Agreement and as a precondition of remittance of any payments, they shall be returned to HMX without delay.

6.2 These obligations shall also apply for 10 years after termination of the contract for whatever reason.

6.3 The agent shall further treat confidentially all commercial and technical information the agent receives within the scope of this Agreement or in connection with the execution of the Contract if awarded.

ARTICLE 7 EXCLUSIVITY AND NON-COMPETITION

7.1 During the term of this Agreement neither the agent nor any company joint venture or any other entity in which the owner or owners of the agent is or are in any way interested, shall advise, consult for, engage in or otherwise assist in any way any person or entity or any affiliate thereof, which competes with HMX in the matter of the award or of the performance of the contract relating to the Project.

ARTICLE 8 NOTICES

Current addresses of the Parties for notices and deliveries are as follows:

ANDRITZ HYDRO S.A. de C.V.
Avenida Ciudad Industrial 977
58200 Morelia, Mich., Mexico

[redacted]
Caracas, Venezuela

ARTICLE 9 APPLICABLE LAW AND ARBITRATION

9.1 This Agreement shall be governed under the material laws of Germany excluding its conflicts of laws provisions and any international treaty for the sale of goods.

9.2 In the event of disputes arising from this Agreement or in connection with its execution, the Parties undertake to endeavor to settle these amicably. All disputes arising in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, Paris, by three arbitrators appointed in accordance with the said rules.

9.3 The award of the arbitration shall be final and binding upon the Parties and judgement upon such award into any court having jurisdiction or application may be made to such a court for judicial acceptance of such award and judgement or order of enforcement, as the case may be.

9.4 The arbitration proceedings shall be held at Zurich, Switzerland. The arbitration proceedings shall be conducted in the English language and documents shall be submitted in English.

ARTICLE 10 FINAL PROVISIONS

10.1 Any modifications of and amendments to this Agreement shall be valid only if made in writing and if bearing the corporate signatures of both Parties.

10.2 This Agreement contains the entire Agreement between the Parties with respect to the subject matter thereof and supersedes any and all prior understanding, correspondence or agreement (oral or written) between the Parties.

10.3 Claims and rights under this Agreement may only be assigned subject to the prior approval by the other Parties.

10.4 All communications or notices provided for herein shall be in the English language and be delivered, mailed, or telexed to the Parties addresses as indicated in Article 8 of this Agreement. Such communication or notices shall be deemed to have been duly given when so delivered or, if mailed, when received at destination.

In witness whereof, the Parties have caused this Agreement to be executed on the date first above written.

For and on behalf of
ANDRITZ HYDRO S.A. de C.V.

For and on behalf of

CONSULTANT SERVICE AGREEMENT

This Consultant Service Agreement is made on October 13, 2008

between

VA TECH Escher Wyss S.A. de C.V.
Avenida Ciudad Industrial 977
58200 Morelia, Mich., Mexico

herein called **HMX**

and

[redacted]
Florida - USA

herein called **the CONSULTANT**

on the other hand

Hereinafter referred to individually as a "Party" and collectively as the "Parties".

0 Introduction

0.1 Whereas HMX is a well-known group of international companies in the branch of hydro power generation,

0.2 Whereas the CONSULTANT has since years very many intensive business contacts into the Venezuelan market,

0.3 Whereas a number of factors such as the complexity of the Venezuelan market, the business culture of customer organisations, customer procurement practices and influencing factors in the customer procurement process, and the variety of products and services supplied by HMX make it desirable to supplement the direct efforts of HMX.

Now, therefore, the Parties hereby conclude the following agreement (the "Consultant Service Agreement"):

1.0 Scope of Activities

1.1 The CONSULTANT shall assist HMX in its activities in the Venezuelan market and pursue in particular HMX 's interest in securing the contract(s) for the Replacement of the Excitation Systems for all 10 Units of the GURI II Hydroelectric Project in Venezuela (hereinafter called "the Project") and with the performance of the Contract(s) related to this equipment (hereinafter called the "Contract") with EDELCA – hereinafter called the "Customer" - for HMX on an exclusive basis.

1.2 In particular, the CONSULTANT shall, in close coordination with HMX, render the following services for the Project from EDELCA:

- provide detailed knowledge of local market customs and practices, customer organisations, and procurement regulations;
- provide effective services promoting HMX and its products and services
- achieve the Contract for the Guri II Excitation Systems by assisting the negotiations on the best possible terms and conditions and upon request during the performance of the Contract
- achieving the financial closure of the Project
- interpret and communicate customer needs and requirements for HMX 's products
- provide a local presence and assistance and, when required, a continuing interface with customer organisations
- identify and define sales opportunities and provide market intelligence
- conduct inquiries, support negotiations, and obtain specifications
- provide post - contract liaison and
- provide strategic marketing planning assistance.

1.3. In general HMX requires and the CONSULTANT agrees to provide in addition to the above mentioned activities, general information, which are likely to or shall become subject to the provisions of the CONSULTANT. The CONSULTANT shall provide information to HMX on a regular basis, in written simple form, describing his activities for the Project.

1.4 Where required the scope of the activities to be provided by the CONSULTANT may be extended by mutual written agreement between the CONSULTANT and HMX and any variations to the Consultant Service Agreement can be made at relevant times.

2.0 Exclusivity

This Consultant Service Agreement is limited to the Project, and the CONSULTANT shall perform the services described herein exclusively for HMX and its associates in the Project. The CONSULTANT shall not, either directly or indirectly, advise, assist or provide information on the Project to any other company or organisation.

3.0 Status of CONSULTANT

3.1 The CONSULTANT shall not represent itself as an agent of HMX, or as to be authorised to assume or create any obligation of any kind, expressed or implied, on behalf of HMX or any of its affiliates or to bind them in any respect whatsoever. The CONSULTANT shall have no power to pledge HMX 's credit nor any right or power to enter into any contract on behalf of nor to bind HMX and any of its affiliates in any respect. In dealing with a Customer, the CONSULTANT shall ensure that the foregoing limits relating to its authority are understood by the Customer.

3.2 The CONSULTANT shall be deemed at all times to be an independent contractor and nothing contained herein shall be deemed to create the relationship of employer and employee, partnership or joint venture between the CONSULTANT and HMX.

4.0 Compensation and Remuneration

4.1 For the Project being awarded to HMX an in case of acceptance of HMX´s proposal, HMX shall pay to the CONSULTANT a fixed lump sum remuneration. In this case the remuneration shall be four point zero (4,0 %) percent of the total Contract Value corresponding to HMX 's supply and services of the Project, without VAT, import tax (nationalization), contract fee and provisional sum. HMX´s supply means the part of the Contract with the Client which will be assigned to HMX. The part of the Contract which is covered by other consortium members will not be considered under this Agreement.

4.2 Thirty percent of the remuneration (30,0 %) due under Clause 4.1 above shall be paid as Payment 1 by HMX to the CONSULTANT, within 60 calendar days after the award of the Project to HMX and the coming into force of the signed contract for the Project or part thereof, evidenced by financial closure of the Project and payment of any down payment(s).
The remaining sum will be paid on a pro rata basis of the payments received by HMX from the Customer for the Project, however, within 4 weeks at the latest after receipt of the respective payment by HMX in the following way:

Payment 2: 15 % (fifteen percent) of the remuneration	6 months after receipt of the first progress payment
Payment 3: 15 % (fifteen percent) of the remuneration	12 months after Payment 1
Payment 4: 15 % (fifteen percent) of the remuneration	18 months after Payment 1
Payment 5: 15 % (fifteen percent) of the remuneration	24 months after Payment 1
Payment 6: 10,0 % (ten percent) of remuneration	at the time of PAC Unit 10

4.2 Payments for adders and change orders will be done at the time when HMX receives the respective payment from the Customer. The respective remuneration will be subject to a separate agreement between the Parties.

4.3 The CONSULTANT is entitled to a Remuneration on orders that have been brought to a definite conclusion during the validity of this Agreement. An order is considered as having been concluded when all formalities commented herewith have been duly fulfilled and the first payment has actually been received by HMX.

If an order is cancelled by the Customer, then the CONSULTANT is only entitled to a Remuneration if the Contract in question can be liquidated without loss to HMX and moreover only on the payments of the Customer actually remaining with HMX.

4.4 The above mentioned Remuneration shall be paid to the bank account(s) in accordance with Annex 1

4.5 Cash payment of the remuneration shall not be made.

4.6. Both Parties agree to bear their own costs in pursuing the Project.

4.7. This agreement is the only one between HMX and CONSULTANT which defines the obligations related to the Project and replaces the stipulations of the corresponding agreement related to the main contract of the Replacement of the Excitation Systems for all 10 Units of the GURI II Hydroelectric Project.

5.0 Representations and Covenants

5.1 During the term of the Consultant Service Agreement, the CONSULTANT shall not promote the interests of any competitor of HMX and their Companies with respect to the hydraulic Project mentioned above in the Scope of activities (Enclosure 1) and shall not act as intermediary for or distribute competing products relating to the Project. In any way the CONSULTANT shall avoid any real or perceived situation(s) where a conflict of interest could arise, and if such situations do arise, he will immediately inform HMX of the pertinent circumstances and facts.

5.2 The CONSULTANT represents that it will not make, authorize, offer or promise to make any loan, gift, donation or payment, or transfer of any thing of value, directly or indirectly, to any foreign official, or foreign political party or any employee of any company in order to facilitate the award of above mentioned Project to HMX.

6.0 Confidentiality

6.1 The CONSULTANT and HMX agree that each Party and their employees, agents, successors and any related or connected parties shall keep the terms of the Consultant Service Agreement strictly confidential and shall not reveal the contents, circumstances, services or any other material facts of the Consultant Service Agreement to any third party without the express and prior written consent of the affected Party, unless it is necessary for execution of the agreement like opening of bank accounts, tax authorities etc..

6.2 The CONSULTANT, HMX and their employees, agents, successors and any related or connected parties, agree that any and all data, drawings, reports specifications, plans or any other information in any form, including sources of such information, provided by HMX to the CONSULTANT and vice versa, shall be regarded as secret information and shall not be revealed, disclosed, published or shall not cause or authorise others to reveal, disclose or publish the said information.

6.3 The confidentiality obligations above shall survive the Consultant Service Agreement for a period of five (5) years.

7.0 Term

7.1 The Consultant Service Agreement shall commence on the date of signature by both Parties, and shall end on one of the following events:

- final completion of all matters associated with the execution of the Project, or
- an official declaration or equivalent statement to the effect that the Project will not be implemented, or
- that HMX will not be entrusted with the implementation before Dec. 31. 2010, or
- bankruptcy of one of the Parties

whichever comes first.

7.2 The validity of this Agreement may be extended by the mutual written consent of HMX and the CONSULTANT.

7.3 If the Contract has not come into force within the above mentioned validity period, the Consultant Service Agreement shall be deemed to be null and void and neither Party shall be entitled to any Remuneration whatsoever from the other Party.

7.4 HMX and the CONSULTANT may mutually agree to terminate the Consultant Service Agreement at any time.

7.5 When the Consultant Service Agreement will end or will be terminated, Remuneration payments as agreed under Clause 4.1 above shall remain payable, if due within a period of six (6) months after the date of termination or end of this Agreement..

8.0 Limitation of Liability

In no event shall either Party hereto be liable to the other Party for any special, indirect, consequential or incidental damages, including but not limited to loss of profits or revenues, cost of capital, cost of substitute products, loss of reduction of use of product or down time costs.

9.0 Amendments, Effectiveness

9.1 Amendments and Additions to the Consultant Service Agreement or its termination must be made in writing. This also applies to an agreement revoking the aforementioned requirements of written form.

9.2 The invalidity of any provision of the Consultant Service Agreement shall not affect the validity of the remaining provisions. If any of the provisions should prove to be ineffective, the Parties will replace it by a new one coming as close as possible to the intended economical benefit. The same applies to the bridging of any gaps in the Consultant Service Agreement.

10.0 Arbitration

10.1 Any differences or disputes arising from this Contract or from this Consultant Service Agreement regarding its performance shall be settled by an amicable effort on the part of both Parties. An attempt to arrive at a settlement shall be deemed to have failed as soon as one Party so notifies the other Party in writing.

10.2 If an attempt to settle the difference(s) has failed, including any questions regarding its existence, validity or termination, the dispute(s) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, Paris by three arbitrators appointed in accordance with such Rules.

10.3 The venue of arbitration shall be Zurich, Switzerland. The procedural law of this place shall apply where the Rules are silent.

10.4 The language to be used in the arbitration proceedings shall be English.

11.0 Substantive Law

All disputes shall be settled in accordance with the provisions of this Consultant Service Agreement and all other agreements regarding its performance, otherwise in accordance with the substantive law in force in Germany without reference to any other laws.

12.0 Assignment

The CONSULTANT shall not assign any of its rights of obligations under the Consultant Service Agreement or any portion of its rights of obligations there under (including payments due or to become due) to any subagent, affiliate or any other third party without the express written consent of HMX.

13.0 Final Agreement

This Consultant Service Agreement supersedes and cancels any former agreement(s) between the Parties hereto relating to the appointment of the CONSULTANT with regard to the Project

The Parties agree that the Remuneration to the CONSULTANT will be made by direct payment from each member of HMX.

For VA TECH Escher Wyss S.A. de C.V.

Date: 13th October 2008

For and on behalf of the CONSULTANT

Date: 13th October 2008

ANNEX 1 – Bank accounts